

**COOPERATIVE AGREEMENT
BETWEEN THE
UNITED STATES ARMY ALASKA
AND
TANANA CHIEFS CONFERENCE, INC.
FOR
CULTURAL RESOURCES MANAGEMENT SERVICES**

1. **SUBJECT.** This **COOPERATIVE AGREEMENT** (hereinafter referred to as "this agreement") is between the Department of the Army, U.S. Army Alaska (hereinafter referred to as "USARAK") and Tanana Chiefs Conference, Inc. (hereinafter referred to as "TCC"), acting on behalf of the 37 federally **recognized** Tribes of Interior Alaska, to collect, inventory, analyze, and apply prehistoric and historic data for optimal **management** of public lands under USARAK's management. Tanana Chiefs Conference, Inc.'s authorization to act on behalf of the Tribes is through Resolution No. 2000-37, passed at the annual convention on March 16, 2000 by the full board of directors and made part of this agreement as Attachment 1.

2. **PURPOSE.** The purpose of this **agreement** is to establish the relationships, **responsibilities**, and **activities** to collect, **analyze**, and apply **prehistoric** and historic data for optimal **management** of public lands under control of USARAK. U.S. Army Alaska **manages** over 1.6 million acres of public land in Alaska. As is the case with all **government agencies**, USARAK must manage its lands in accordance with all preservation laws and **comply** with a **variety** of federal laws, regulations, Executive Orders and Presidential Memoranda concerning federally **recognized** Native American, Alaska Native, and Native Hawaiian groups. These **include** the Native American Graves Protection and Repatriation Act (NAGPRA), the Archaeological Resources Protection Act (ARPA), the National Historic Preservation Act (NHPA), American Indian Religious Freedom Act (AIRFA), Executive Order 13007-Indian Sacred Sites, Indian Self-Determination Act (PT., 93-638, as amended, 25 USC: 450 et. Seq.), 36 CFR Part 79 (Curation of Federally-Owned and Administered Archaeological Collections), and Executive Order 13084-Consultation and Coordination with Indian Tribal Governments, etc. Compliance with **these** regulations **requires accurate, current** data on the status of the resources on the military installations **and application** of the data in management decisions. **Collecting, inventorying**, analyzing, and applying these data also support the objectives of the **Legacy Resource Management Program**.

3. **AUTHORITY.** This **agreement** is entered into under the **authority** of Army Regulation (AR) 200-4, Cultural Resources Management.

4. **GENERAL PROVISIONS**

a. Army Regulation 200-4 provides in part that:

Authorizes the Army to enter cooperative agreement with States, local governments, or other entities for the **preservation, maintenance, and improvement of cultural resources** on military installations and for the conduct of research **regarding** cultural resources on installations.

b. This agreement meets the following AR 200-4 purposes:

(1) To provide for the stewardship of **all** Department of Army controlled or managed cultural and historic resources.

(2) To **establish inventories** of all **cultural** and historic **resource assets** on Department of Army lands. In addition to the specific attributes of the asset, **these** inventories are **to catalog their** cultural **significance**, as well as their interrelationship to the surrounding environment, including the **military** mission carried out on the land upon which they reside,

(3) To establish educational programs designed to increase public appreciation, awareness, and support for **these initiatives**.

5. OBJECTIVES

a. The parties **may not change the objectives** outlined herein without written approval.

b. The primary objective of **this** agreement **is** to provide **USARAK** with research support to assist in optimal management of training lands, to **minimize** restrictions to the military mission **due** to cultural **resource-related** constraints, to protect cultural resources on all public and **USARAK** lands, **and to ensure compliance** with all **preservation** laws and regulations.

c. **Specific objectives** are as follows:

(1) To collect cultural resource data **necessary** for **the** sound management of **military** lands. The land must be **maintained** in a condition to provide for optimal military training experiences and to **protect the** cultural **resources** listed in or determined **eligible** for listing in the **National Register** of Historic Places or **identified** as having **cultural** or religious significance to Indian tribes.

(2) To assemble, edit, **summarize**, analyze, **interpret**, and apply cultural data to the management of cultural resources on military installations.

(3) To facilitate **government-to-government** communication and **consultation** efforts among USARAK and TCC member Tribes when Tribal resources are potentially affected by proposed **USARAK** activities.

(4) To assist in the development of the Integrated **Training Area Management** program in order to optimize military **training opportunities** with concomitant **protection** of the cultural **resources** on military installations.

(5) To **maintain** a knowledge and appreciation of our **collective** cultural **heritage** by developing and **implementing** methods for conserving the **prehistoric** and historic cultural resources **on** public lands and **military** installations in a manner sensitive to Tribal sovereignty, **religious** freedom, and confidentiality concerns regarding **the** location of cultural resources,

(6) To contribute to making **the** most sound, **balanced** decisions possible regarding land use and cultural resources management on public lands and military installations by the provision of the **best** **research, data,** and analytical tools **available**.

(7) To **educate** military **personnel** on the **potential** cultural **resources** impacts of their training exercises, suggest ways to prevent or mitigate the impacts, and **increase** their **awareness** of the **cultural** resources on **the** installation and the need to protect them for **future use**.

(8) To identify potential impacts to cultural resources, suggest ways to **prevent** their occurrence and mitigate their damage if **already occurred**.

d. The primary area of research and support to be addressed under this agreement is cultural resources data **collection** and **management**.

e. **Cultural resources** data collection and **management** comprise all aspects of **cultural resource** conservation on public lands and military installations, both prehistoric and historic. **Services** may include, but not limited to, archaeological surveys, archaeological inventories, site evaluation for **eligibility** to the National Register of Historic **Places**, excavations, **development** of research designs, **predictive** modeling, **artifact** cataloging, preservation and **management** of **collections**, place names and **ethnographic** studies, and NAGPRA and **ARPA** consultation.

6. RESPONSIBILITIES

a. U.S. Army Alaska is responsible for protecting, **conserving**, and **restoring** **environmental**, natural and **cultural** resources on all Army-administered lands in Alaska.

b. Tanana Chiefs Conference, **Inc.**, through its **Real Estate Services**, has over **30** years of combined cultural resource **management experience** in the history and **prehistory** throughout Alaska. Together, the TCC **archaeological** staff has expertise in a variety of aspects of cultural resource **management**, including: 1) training **archaeological** technicians; 2) **implementing systematic** archaeological surveys and cultural resource **inventories**; 3) performing determination of eligibility for the National **Register** of Historic **Places**; 4) conducting full-scale (Phase **III**) archaeological mitigation projects; 5) **performing NAGPRA inventories**, reviews, and consultations; 6) managing cultural resources data within relational databases **equipped** with a geographic component (**GIS**); 7) implementing oral history projects; 8) conducting extensive **literature** reviews and archival research; and 9) facilitating **consultation** and coordination between **federal agencies** and Tribal governments. TCC's cultural resource **management** staff presently provides **trust** service functions for approximately 2,700 Native allotments and **500** restricted townsites, representing more than 260,000 acres of **land** managed within the TCC region.

c. U.S. **Army Alaska** is willing to reimburse TCC for providing material, equipment, and technical **assistance** to accomplish **USARAK's** conservation mission.

d. Therefore, it is mutually agreed as follows:

(I) U.S. **Army Alaska** agrees:

(a) To **provide** technical **assistance** where **available** and a **general** guideline of requirements necessary to carry out and complete the purpose of this **agreement**.

(b) To **develop** a scope of work **for** each project to be accomplished under this agreement.

(c) To issue a delivery **order**, executed by **USARAK** contracting officer, obligating funds to accomplish the **agreed-upon** scope of work at an agreed-upon price.

(d) To reimburse TCC for any supplies, equipment, travel and personnel services (including salary, benefits, sick and annual leave accrual), direct administrative cost for project procurement, logistical arrangements (travel, housing, utilities, vehicles, conferences, workshops and project reviews), human resources (job searches, processing of employment forms, project-specific personnel issues, time sheets, hourly employees and leave reports), project reports (editing, graphics, publication), program management, and overhead cost at the federally audited rate' for TCC consistent with OMB Circular A-21.

(2) Tanana Chiefs Conference, Inc. agrees:

(a) To provide technical assistance through employees who have the expertise necessary to carry out the purpose of issued delivery orders and who meet the "Secretary of the Interior's Professional Qualifications Standards" (36 CFR § 61) as an archaeologist, historian, architectural historian or historic architect. as specific assistance requires. The assistance will include, but is not specifically limited to: (a) collecting cultural resources data necessary for the sound management of military lands; (b) assembling, editing, summarizing, analyzing, interpreting, and applying resource data to the management of cultural resources; (c) developing methods for preserving prehistoric and historic cultural resources; (d) identifying properties that may have cultural or religious significance to the Indian tribes; and (e) identifying potential impacts to cultural resources and appropriate preventive measures, and mitigating their damage if occurred.

(b) To enter into consulting agreements or subcontracts with other qualified agents who have the expertise to assist in the execution of issued delivery orders.

(c) To purchase equipment, software, and materials and provide maintenance and repair of equipment that is required to carry out the purpose of issued delivery orders. The equipment purchased under this agreement will be used to satisfy the objectives of this agreement. U.S. Army Alaska will reimburse TCC for the purchase price of required equipment and materials and cost of the maintenance and repair of said equipment necessary for project completion. Equipment and material purchased under this agreement shall become the property of USARAK at the completion of work undertaken pursuant to this agreement.

j(d) To bill USARAK monthly on a reimbursable basis for costs as provided under the terms of this agreement and individual delivery order. Billing statements should be addressed to:

Directorate of Public Works
730 Quartermaster Road
ATTN: APVR-RPW-EV
Fort Richardson, Alaska 99505-6500

(3) Both parties agree:

(a) That each party will assign a project officer and that a meeting between the assigned project officers or their designated representatives shall take place no later than 10 days after issuance of a delivery order by USARAK contracting officer. Other meetings will be held as requested by either party. It is understood by both parties that available funding is not guaranteed and that no work can be started until funding has been sent and issuance of a delivery order.

(b) That USARAK will have final authority to identify and prioritize projects.

(c) That USARAK will have complete and free access to all data generated under this agreement. U.S. &my Alaska and TCC through consultation will develop a protocol to address sensitive data protected by the privacy and confidentiality provisions of informed consent (45 CFR Part 46, Subpart A, section 46.11 l(a)(7)).

(d) That the Comptroller General of the United States, the USARAK contracting officer, or their duly appointed representatives, or cognizant audit agency shall have access to all directly pertinent books, documents, papers, and records relating to USARAK's and TCC's engagement in the performance of duties or involving any transactions relative to this agreement.

(e) That publication rights in academic journals and/or technical reports related to the work undertaken pursuant to this agreement shall be shared jointly between TCC and USARAK personnel or singly by permission of the other cooperator. Publication of any reports or parts thereof by TCC personnel shall be subject to review, comment and authorization by USARAK. Appropriate credit shall be given to the Department of Defense in any formally published article, providing that USARAK does not determine that the issuance of a disclaimer is appropriate. The intent is that the knowledge learned be shared with others to assist in research and applied applications of procedures developed during this project.

(f) All activities pursuant to this agreement shall be in compliance with all applicable laws and regulations, which prohibit discrimination on the basis of race, color, religion, sex, national origin, age, or disability.

(g) It is the expectation of the parties that all obligations of USARAK under this agreement will be fully funded. Any requirement for the payment or obligation of funds by USARAK under the terms of this agreement shall be subject to the availability of funds. No provision herein shall be interpreted to require obligation of payment of funds in violation of any statute.

7. PERIOD OF PERFORMANCE. This agreement shall be effective upon the later signature and date entered below and shall remain in effect until September 30, 2005.

8. PROJECT OFFICERS

a. U.S. Army Alaska Project Officer is:

Mr. Douglas W. Johnson
Chief, Environmental Resources Department

Mailing Address

Director of Public Works
30 Quartermaster Road
ATTN: APVR-RPW-EV (D. Johnson)
Fort Richardson, AK 99505-6500
Phone: (907)384-3003
Fax: (907)384-3047

b. **Tanana Chiefs Conference, Inc.** Project **Officer** is:

: **Dr. James J. K. Simon**
: **Anthropologist/Archaeologist**

Mailing Address

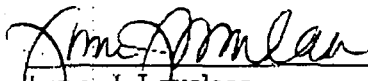
: **Real Estate Services**
: **Tanana Chiefs Conference, Inc.**
: **122 1st Avenue, Suite 600**
: **Fairbanks, AK 99701**
: **Phone: (907) 452-8251, extension 3264**
: **Fax: (907) 459-3852**

9. MODIFICATIONS/TERMINATION

a. Either party **may terminate** this agreement by providing **written** notice to the **other** party 60 days in **advance** of the **proposed termination date**. **This agreement** may be **modified** at any **time by mutual consent** as long as the modification **is reduced** to writing and signed by both **parties**.

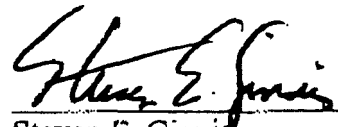
b. Should **TCC** be unable to complete the project, all **unexpended** monies shall be returned to **USARAK**.

10. SIGNATURE/APPROVAL. IN WITNESS WHEREOF, the parties hereto **have** caused this agreement to be executed **as of the date** herein written.


James J. Lovelace
Major General, U.S. Army
Commander, U.S. Army Alaska

19 JAN 01

Date


Steven E. Ginnis
President
Tanana Chiefs Conference, Inc.

1/30/01

Date


TANANA CHIEFS CONFERENCE, INC.
BOARD OF DIRECTORS
Resolution No. 200047

COOPERATIVE AGREEMENT BETWEEN TCC AND US ARMY, ALASKA
REGARDING CULTURAL RESOURCE MANAGEMENT ON
US ARMY LANDS IN INTERIOR ALASKA

- WHEREAS,** TCC member tribes recognize the importance of US military training lands to the US military in accomplishing its mission to train and equip soldiers and maintain readiness to provide for the defense of the United States; and
- WHEREAS,** the American Indian and Alaska Native policy of the US Department of Defense (DoD) signed by the US Secretary of Defense on October 20, 1998 recognizes the need to manage DoD lands consistent with the protection and conservation of protected tribal resources and recognizing tribal rights; and
- WHEREAS,** the DoD's Alaska Native policy supports enhancing tribal capabilities to effectively protect and manage natural and cultural tribal trust resources located on military installation and training lands; and
- WHEREAS,** establishing a partnership between TCC member tribal governments and the DoD in cooperatively managing protected tribal resources on DoD lands will assist nearby tribes in developing their own capacity to manage cultural resources on tribal lands, as well as partner with other state and federal agencies in cooperatively managing cultural resources on public lands.
- NOW THEREFORE BE IT RESOLVED** that the Tanana Chiefs Board of Directors directs TCC staff, on behalf of TCC member Tribal governments, to pursue cooperative agreements with the US DoD, its branches and agencies, to cooperatively protect and manage cultural resources on or near military lands; and
- BE IT FURTHER RESOLVED** that TCC member tribes retain the option to enter into contract agreements with the Department of Defense independent of Tanana Chiefs Conference, Inc.; and
- BE IT FURTHER RESOLVED** that TCC staff are directed to assist in the government-to-government consultation and coordination requirements of the DoD to effectively involve federally recognized tribal governments in the decision making process when protected tribal rights, resources, or lands are potentially, significantly affected by proposed DoD activities.

C E R T I F I C A T I O N

I hereby certify that this resolution was duly passed by the Tanana Chiefs Conference, Inc. Board of Directors on March 16, 2000 at Fairbanks, Alaska and a quorum was duly established.


Lori Lolnitz
Secretary/Treasurer

Submitted by: Upper Tanana Subregion

